



City of Rochester, New Hampshire

Department of Building Safety
31 Wakefield Street * Rochester, NH 03867
(603) 332-3508 * Fax (603) 509-1912

APPLICATION FOR A VARIANCE

TO: BOARD OF ADJUSTMENT
CITY OF ROCHESTER

Phone No _____

DO NOT WRITE IN THIS SPACE

CASE NO. 2016-20

DATE FILED 07/20/16

Karen L Grenier

ZONING BOARD CLERK

Name of applicant Ekimbor, LLC

Address 81 Lakeview Drive, Nottingham, NH 03290

Owner of property concerned The Estate of Bruce Roberts

(If the same as applicant, write "same")

Address 15 Norway Plains Road, Rochester, NH 03868

(If the same as applicant, write "same")

Location 15 Norway Plains Rd

Map No. 215

Lot No. 17

Zone R-2

Description of property Single-family home on 5.37 acres lot with outbuildings

Proposed use or existing use affected THE PROJECT CONSISTS OF THE CONSTRUCTION OF RESIDENTIAL SUBDIVISION

WITH ASSOCIATED PARKING, PRIVATE ROAD, DRAINAGE, UTILITIES, AND LANDSCAPING.

The undersigned hereby requests a variance to the terms of Article 42.19,
Section b.8 and asked that said terms be waived to permit TO PROVIDE 5,452 SF OF LOT AREA FOR EACH UNIT ON LOT 1
INSTEAD OF THE REQUIRED 7,500 SF PER UNIT. (ZONING 42.19.b.8)

If applicable in this case, the undersigned also requests a waiver from the requirement to
provide a certified plot plan, (see attached request sheet) Yes _____ No _____

The undersigned alleges that the following circumstances exist which prevent the proper
enjoyment of his land under the strict terms of the Zoning Ordinance and thus constitute
grounds for a variance.

Signed _____

(Applicant)

(Tighe & Bond, Inc.)

Continue on Page 2

CRITERIA FOR VARIANCE

Case # 2016-20

Date: 7/20/2016

A Variance is requested by Ekimbor LLC

from Section 42.19.b.8 Subsection _____

of the Zoning Ordinance to permit: 4,346 SF OF LOT AREA FOR EACH

UNIT ON LOT 1 INSTEAD OF THE REQUIRED 7,500 SF PER UNIT.

at 15 Norway Plains Road Map 215 Lot 17 Zone R-2

Facts supporting this request:

1) The proposed use would not diminish surrounding property values because:

See enclosed Criteria for Variance.

2) Granting the variance is not contrary to the public interest because: _____

See enclosed Criteria for Variance.

3.) Denial of the variance would result in unnecessary hardship to the owner because of the following special circumstances of the property: See enclosed Criteria for Variance

4.) Granting the variance would do substantial justice because: See enclosed Criteria
for Variance.

5.) The use is not contrary to the spirit of the ordinance because: See enclosed Criteria
for Variance.

Name  Date: 7/20/16

Project Narrative

Norway Plains Road Subdivision – Ekimbor, LLC

Date: July 20, 2016

Existing Conditions:

Fifteen Norway Plains Road is a 5.37 acre lot in the northern part of Rochester, NH. The lot contains a single family home, a cabinet shop and two small sheds. The lot is bounded by the Northcoast Corporation Rail Road property to the east, a residential apartment complex to the north, and Norway Plains Road to the west. The lot slopes from north to south and is primarily wooded.

The site does contain two small wetland areas. However, the wetlands total less than one half acre and thus do not fall under the conservation overlay district.

Proposed Variances:

The Applicant is seeking variances from the following ordinance in order to construct the project as shown on the enclosed "Variance Request Plan".

Zoning 42.19.b.8: Lot Density

A variance is requested to provide 5,452 sf of lot area for each unit on lot 1 (see enclosed "Variance Request Plan") instead of the 7,500 sf per unit required by the above mentioned zoning ordinance.

The variance is requested due to the fact that the City's most current Ordinance allows for less area per unit on lots with two, three, and four family dwellings than the Applicant is seeking for the proposed multifamily development.

Per the current Ordinance, two family dwellings are required to have 4,500 sf per unit, three family dwellings are required to have 4,000 sf per unit and four family dwellings are allowed 3,750 sf per unit (42.19).

In order to illustrate the conflicting lot area restrictions that exist within the City's Zoning Ordinance, we have enclosed a "By Right Plan" which shows that a zoning compliant layout, similar to that which is proposed by the Applicant, can be constructed and achieve 41 units (with 124 bedrooms) without seeking relief from either the ZBA or the Planning Board.

However, the applicant prefers to not construct the "By Right Plan", which includes a City roadway, and further more would prefer to restrict the total number of bedrooms in the multifamily development to 84 (see enclosed plans for bedroom breakdown). Should the variance be granted, the total number of units on the property would be 41 (with 84 bedrooms).

Criteria for Variance: Proposed Subdivision – 15 Norway Plains Road
Applicant: Ekimbor, LLC
Date: July 21, 2016

Case#:
Date: July 21, 2016

A variance is requested by: Ekimbor, LLC (Robert Graham, Mgr.)

From Section: 42.19.b.8

Sub section:

Of the Zoning Ordinance to permit: A multi-family development of Map no. 215 Lot no. 17, a 5.37 acre (234,772 sf) parcel which would result in ten, four unit, townhouse buildings on Lot 1 (see enclosed Variance Request Plan). The proposed project would create two lots with the following areas:

Lot 1 (multifamily dwellings) = 218,112 sf

Lot 2 (single family dwelling) = 16,660 sf

A variance is requested to provide 5,452 sf of area per unit on Lot 1. The calculation of lot density that is allowed versus what is proposed by the Applicant is provided below:

Maximum units allow on lot 1 per the Zoning Ordinance

Max. Units Allowed = $218,112 \text{ sf} / (7,500 \text{ sf/unit}) = 29 \text{ units}$

Lot density proposed by Applicant

Lot Density = $218,112 \text{ sf} / 40 \text{ units} = \mathbf{5,452 \text{ sf/unit}}$

The multi-family dwellings on Lot 1 are proposed to be two bedroom units with a private road and private utilities.

Criteria for Variance:

1) The proposed use would not diminish surrounding property values because:

- A. The use of this property is Residential and will remain so.
- B. This use is consistent with the surrounding zone.
- C. The redevelopment of this land will preserve existing structures, remove non-conforming structures and provide new construction units which are in keeping with typical residential values of the zone while having fewer impacts.
- D. This project will provide a new construction product which will enhance values over those of the alternative uses that could be permitted without this variance.
- E. The same number of units being constructed could be constructed in a by right subdivision format, therefore the zoning ordinance has established this use as reasonable for the zone.

2) *Granting the variance is not contrary to the public interest because:*

The project the Applicant is proposing has similar design principles allowed by the current ordinance.

The Applicant's proposed plan (Sheet 1 of 2) will:

- A. Be limited to 2-bedroom townhouse units with a total bedroom count of 84 bedrooms across the two proposed lots.
- B. Be established as a private community with a private road and will not burden the City public works department with road maintenance, plowing and water sewer maintenance.
- C. Be responsible for its own trash removal.

Compared to:

- A. The 12-lot Subdivision Plan (Sheet 2 of 2) with forty townhouse units (3 bedrooms each) and a single family home (4 bedrooms), will generate 124 bedrooms across twelve lots. This is 40 more secondary or child bedrooms than the Applicant's plan.
- B. The By Right Multifamily Development Plan (Exhibit 1) with thirty townhouse units (3 bedrooms each) and a single family home (4 bedrooms), will generate 94 bedrooms across two lots. This is 20 more secondary or child bedrooms than the Applicant's plan.

3) *Denial of the variance would result in unnecessary hardship to the owner because of the following special circumstances of the property:*

In this case, the hardship on the property is that the current Zoning Ordinance allows:

- A. The same building type (four-unit townhouse).
- B. The same density for the parent parcel in a subdivision format.
- C. A similar bedroom count in a multifamily development style.

However the Zoning Ordinance:

- A. Forces the Applicant to consume the entire property for development when it is reasonable to conserve some portions in a natural state.
- B. Does not provide an alternative for a lower impact design as proposed which forces unreasonable and unnecessary improvements.
- C. Makes it difficult to compensate for the awkward shape of the property with a more flexible design without a density penalty.

4) *Granting the variance would do substantial justice because:*

The design of this two-bedroom, private community configuration fulfills a community need for a more diverse housing type and reduces impacts to:

- A. School System
- B. Public Works Department
- C. Trash Collection
- D. Tax Payers

Therefore, this style of project accomplishes many sound planning goals while also reducing the burden of the parcel development on the City of Rochester.

When an ordinance has inequity within it and a variance cures that inequity with a lower impact development, substantial justice is done for the land, the landowner and the community.

5) *The use is not contrary to the spirit of the ordinance because:*

This residential use is allowed in the R-2 zone, with this proposed style of construction, and at this level of density. The Applicant is merely asking for flexibility with the layout of the site plan and bedroom configuration which results in the new construction of a multifamily development as the ordinance intends.

DUE DILIGENCE

AUTHORITY AGREEMENT

This Agreement is made this 2nd day of June, 2016, by and between Michael Roberts, 15 Norway Plains, Rochester, New Hampshire, Executor of the Estate of Bruce Roberts ("Owner") and Robert Graham, 81 Lakeview Drive, Nottingham, NH 03290, ("Purchaser").

RECITALS

A. Owner holds title to the following real property: 15 Norway Plains, Rochester, New Hampshire ("the Property").

B. Owner and Purchaser have entered into that certain Purchase and Sales Agreement for the Property dated April 14, 2016 with a tentative closing date of October 15, 2016.

C. Purchaser desires to conduct due diligence on the Property including without limitation, the investigation of the physical condition of the Property, the permitting of certain projects for the Property, including presentation of said projects to land use planning boards of the City of Rochester and other State and Federal governmental agencies that shall have jurisdiction over the Property and the marketing of said projects.

FOR VALUE RECEIVED, the parties agree:

SECTION ONE.

GRANT OF AUTHORITY

Owner grants authority to Purchaser to conduct all due diligence with regard to the Property including the investigation of the physical condition of the Property, the permitting of certain projects for the Property, including presentation of said projects to land use planning boards of the City of Rochester and other State and Federal governmental agencies that shall have jurisdiction over the Property and the marketing of said projects.

SECTION TWO.

ENTRY

From and after the date hereof and until the Closing, Purchaser, its contractors, architects, engineers, appraisers, and other agents and employees and members of the City of Rochester's land use planning boards and other governmental agencies along with Purchaser shall have the right to enter upon the Property after prior written notice to Owner, and may, at Purchaser's expense, inspect the Property as Purchaser may deem necessary. Purchaser agrees to restore the Property to its prior condition after all inspections.

SECTION THREE.

RECORDS AND REPORTS

If the Purchase and Sales Agreement is terminated prior to closing, the Purchaser shall provide the Owner with all inspections and reports generated by on behalf of Purchaser and any inspections or reports generated by any governmental entity as it relates to the Property.

SECTION FOUR.

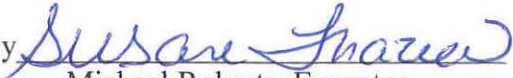
PARTIES BOUND; ASSIGNMENT

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, and their respective successors and assigns; provided, however, that this agreement may not be assigned by Purchaser without prior written consent of Owner.

IN WITNESS WHEREOF, the parties have executed this agreement in Rochester, New Hampshire, the day and year first above written.


Owner:

The Estate of Bruce Roberts

By 
Michael Roberts, Executor

Purchaser:

Robert Graham, or his designee

By 
Robert Graham
EKIMBO R, LLC

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Robert Graham, or his designee

By 
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EKIMBO R, LLC

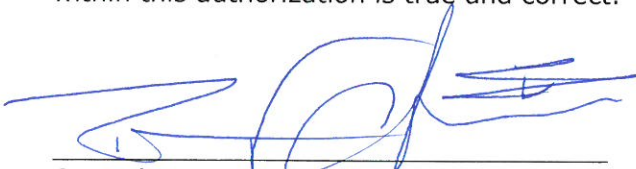
Letter of Authorization

15 Norway Plains Road
Map 215, Lot 17
Rochester, New Hampshire

To Whom It May Concern,

I, Robert Gratton (print name), the duly authorized representative of the owner(s) of the of the above described real property, authorize Tighe & Bond, Inc. to act as an agent on my behalf for the purpose of performing all and every act that is required, necessary or appropriate to prepare, sign, submit, file and present on my behalf building, permitting, zoning and/or land use applications to obtain land use changes, special exceptions, zoning variances, zoning permits, conditional use permits, special use permits, administrative permits, construction permits, operation permits, building permits, and other approvals or permits related to the above described real property.

The undersigned hereby certifies to being the fee owners' representative of the real property described above and that to the best of my knowledge the information contained within this authorization is true and correct.


Owner's Representative's Signature

7-20-16
Date

DUE DILIGENCE

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Owner:

The Estate of Bruce Roberts

By 
Michael Roberts, Executor

Purchaser:

Robert Graham, or his designee

By 
Robert Graham
EKIMBO R, LLC

2 LOT - SUBDIVISION PLAN WITH PERMITTED USES IN R-2 DISTRICT

BUILDING	BUILDINGS	UNITS/BUILDING	TOTAL UNITS	BEDROOMS	TOTAL BEDROOMS
SINGLE FAMILY	1	1	1	4 PER UNIT	4
TOWNHOUSE	7	4	28	3 PER UNIT	84
DUPLEX	1	2	2	3 PER UNIT	6
TOTAL	9	-	31	-	94

DIMENSIONAL REQUIREMENTS

	BUILDING TYPE	LOT AREA SQ FT	LOT DENSITY	FRONTAGE	SETBACKS			BUILDING FOOTPRINT (%)	LOT COVERAGE	BUILDING HEIGHT
					FRONT	SIDE	REAR			
REQUIRED	MULTIFAMILY	30,000 MIN.	7,500 SF/ UNIT	100' MIN.	15.0'	10.0'	25.0'	30% MAX.	60% MAX.	35' MAX
LOT 1	TOWNHOUSE	225,006	7,500 SF/ UNIT	857'	≥15.0'	≥10.0'	≥25.0'	10.6%*	21.3%*	≤35'
REQUIRED	SINGLE FAMILY	6,000 MIN.	-	60' MIN.	10.0'	8.0'	20.0'	30% MAX.	35% MAX.	35' MAX.
LOT 2	SINGLE FAMILY	9,786	-	60'	≥10.0'	≥8.0'	≥20.0'	17%	29.5%	≤35'

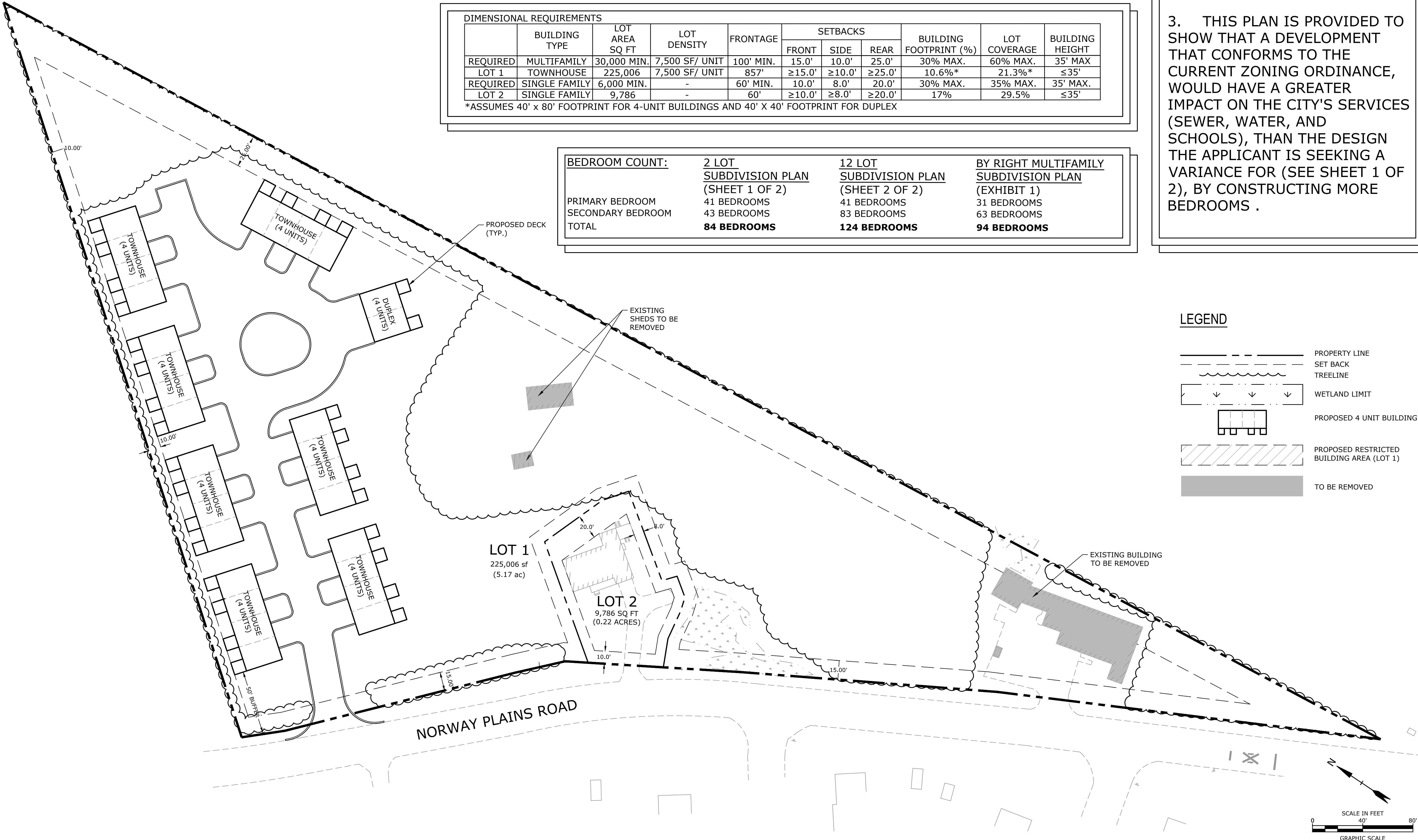
*ASSUMES 40' x 80' FOOTPRINT FOR 4-UNIT BUILDINGS AND 40' X 40' FOOTPRINT FOR DUPLEX

BEDROOM COUNT:

	2 LOT SUBDIVISION PLAN (SHEET 1 OF 2)	12 LOT SUBDIVISION PLAN (SHEET 2 OF 2)	BY RIGHT MULTIFAMILY SUBDIVISION PLAN (EXHIBIT 1)
PRIMARY BEDROOM	41 BEDROOMS	41 BEDROOMS	31 BEDROOMS
SECONDARY BEDROOM	43 BEDROOMS	83 BEDROOMS	63 BEDROOMS
TOTAL	84 BEDROOMS	124 BEDROOMS	94 BEDROOMS

SPECIAL NOTES:

1. THIS PLAN IS PROVIDED FOR ZBA CONVENIENCE ONLY.
2. THIS PLAN REPRESENTS A MULTIFAMILY DEVELOPMENT CONFIGURATION WHICH CAN BE CONSTRUCTED WITHOUT RELIEF FROM ZONING OR WAIVERS FROM THE PLANNING BOARD.
3. THIS PLAN IS PROVIDED TO SHOW THAT A DEVELOPMENT THAT CONFORMS TO THE CURRENT ZONING ORDINANCE, WOULD HAVE A GREATER IMPACT ON THE CITY'S SERVICES (SEWER, WATER, AND SCHOOLS), THAN THE DESIGN THE APPLICANT IS SEEKING A VARIANCE FOR (SEE SHEET 1 OF 2), BY CONSTRUCTING MORE BEDROOMS .



MARK	DATE	DESCRIPTION
PROJECT NO: G-0693		
DATE: 07/20/2016		
FILE: G0693-ZBA10.dwg		
DRAWN BY: ERC/KAM		
CHECKED: KAM		
APPROVED: BLM		

2 LOT - SUBDIVISION PLAN WITH PERMITTED USES IN R-2 DISTRICT

BUILDING	BUILDINGS	UNITS/BUILDING	TOTAL UNITS	BEDROOMS	TOTAL BEDROOMS
SINGLE FAMILY	1	1	1	4 PER UNIT	4
TOWNHOUSE	10	4	40	2 PER UNIT	80
TOTAL	11	-	41	-	84

SPECIAL NOTES:

A VARIANCE IS REQUESTED TO PROVIDE 5,452 SF OF LOT AREA FOR EACH UNIT ON LOT 1 INSTEAD OF THE REQUIRED 7,500 SF PER UNIT. (ZONING 42.19.b.8)

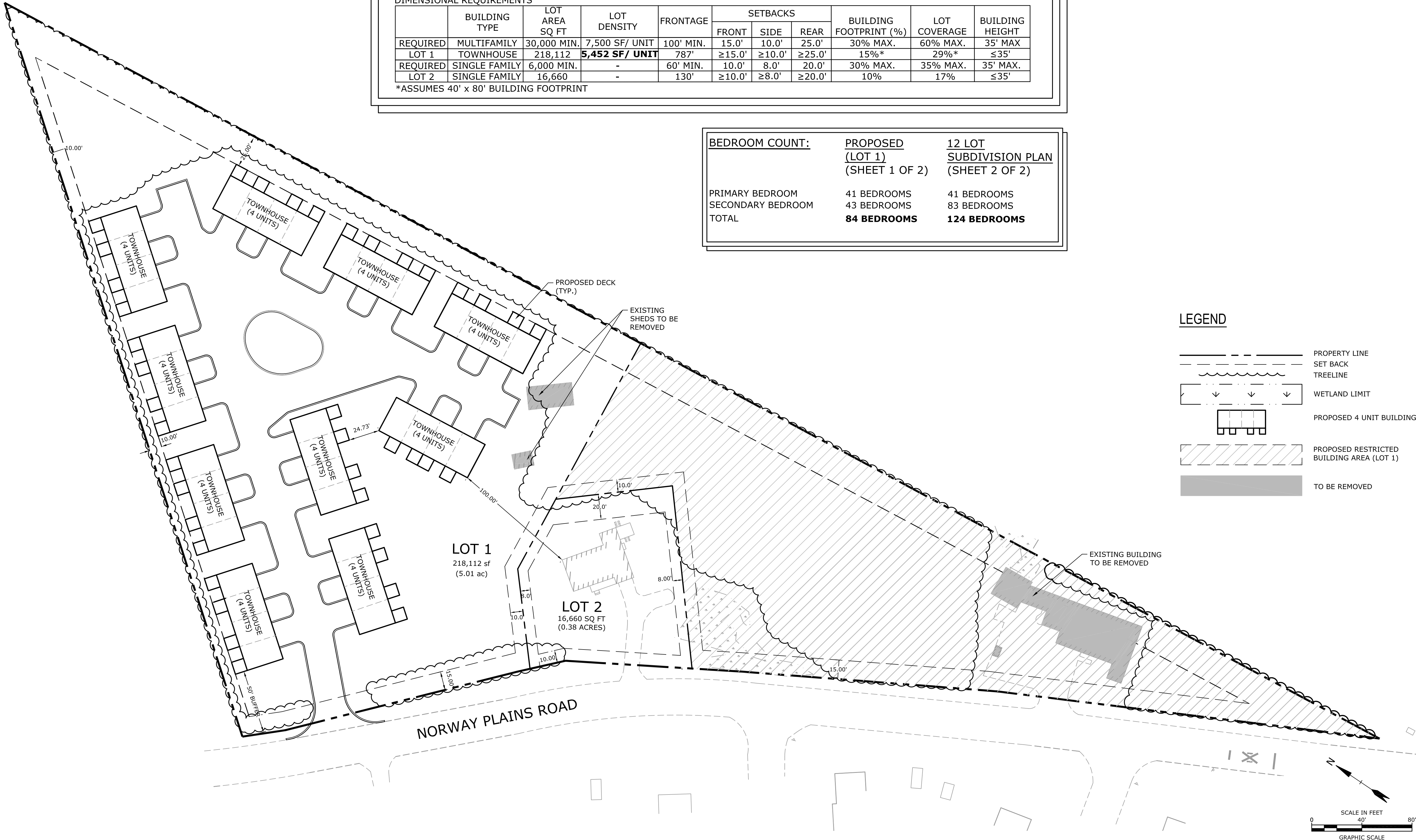
DIMENSIONAL REQUIREMENTS

	BUILDING TYPE	LOT AREA SQ FT	LOT DENSITY	FRONTAGE	SETBACKS			BUILDING FOOTPRINT (%)	LOT COVERAGE	BUILDING HEIGHT
					FRONT	SIDE	REAR			
REQUIRED	MULTIFAMILY	30,000 MIN.	7,500 SF/ UNIT	100' MIN.	15.0'	10.0'	25.0'	30% MAX.	60% MAX.	35' MAX
LOT 1	TOWNHOUSE	218,112	5,452 SF/ UNIT	787'	≥15.0'	≥10.0'	≥25.0'	15%*	29%*	≤35'
REQUIRED	SINGLE FAMILY	6,000 MIN.	-	60' MIN.	10.0'	8.0'	20.0'	30% MAX.	35% MAX.	35' MAX.
LOT 2	SINGLE FAMILY	16,660	-	130'	≥10.0'	≥8.0'	≥20.0'	10%	17%	≤35'

*ASSUMES 40' x 80' BUILDING FOOTPRINT

BEDROOM COUNT:

	PROPOSED (LOT 1) (SHEET 1 OF 2)	12 LOT SUBDIVISION PLAN (SHEET 2 OF 2)
PRIMARY BEDROOM	41 BEDROOMS	41 BEDROOMS
SECONDARY BEDROOM	43 BEDROOMS	83 BEDROOMS
TOTAL	84 BEDROOMS	124 BEDROOMS



LEGEND

	PROPERTY LINE
	SET BACK
	TREELINE
	WETLAND LIMIT
	PROPOSED 4 UNIT BUILDING
	PROPOSED RESTRICTED BUILDING AREA (LOT 1)
	TO BE REMOVED

Norway Plains Rd Subdivision

Ekimbor, LLC

Rochester, New Hampshire

MARK	DATE	DESCRIPTION
PROJECT NO:	G-0693	
DATE:	07/20/2016	
FILE:	G0693-ZBA9.dwg	
DRAWN BY:	ERC/KAM	
CHECKED:	KAM	
APPROVED:	BLM	

VARIANCE REQUEST PLAN

SCALE: AS SHOWN

Rochester



Patriot
Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
15		NORWAY PLAINS RD, ROCHESTER

OWNERSHIP

Owner 1:	ROBERTS J BRUCE & JUNE L
Owner 2:	
Owner 3:	
Street 1:	15 NORWAY PLAINS RD
Street 2:	
Twn/City:	ROCHESTER
St/Prov:	NH
Postal:	03868-8808

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 AC of land mainly classified as SINGLE FAM with a(n) GARRISON Building Built about 1971, Having Primarily ALUMINUM Exterior and ASPH SHINGLE Roof Cover, with 1 Units, 1 Baths, 0 HalfBaths, 1 3/4 Baths, 8 Rooms Total, and 4 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descip
Z	R2	RESIDENC	100	U	2	CITY SEWER
o				t	1	CITY WATER
n				I	6	PROPANE
Census:				Exmpt		
Flood Haz:						
D	RO	ROCHESTER		Topo	1	LEVEL
s				Street	1	PAVED
t				Traffic	2	LIGHT

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
101	SINGLE FAM		1		PRIMARY A SITE		1.0	0	45,000	1,000	1150									45,000						45,000	
101	SINGLE FAM		1		FRONT ACFFRONT ACRE		1.0	0	3,500	1,000	1150									3,500						3,500	
101	SINGLE FAM		3.2		EXCESS AC/EXCESS		1.0	0	2,500	1,000	1150									8,000						8,000	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
101	124,200	26,900	5.200	56,500	207,600		38269
							GIS Ref
							GIS Ref
							Insp Date
Total Card	124,200	26,900	5.200	56,500	207,600	Entered Lot Size	
Total Parcel	124,200	26,900	5.200	56,500	207,600	Total Land: 5.2	
Source: Market Adj Cost			Total Value per SQ unit /Card:	102.67	/Parcel:	102.67	Land Unit Type: AC

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2015	101	FV	123,800	26900	5.2	56,500	207,200	207,200	Year-end	10/1/2015
2014	101	FV	123,800	26900	5.2	56,500	207,200	207,200	Year End Roll	9/29/2014
2013	101	FV	86,500	26900	5.2	76,200	189,600	189,600	Year End Roll	9/4/2013
2012	101	FV	86,500	26900	5.2	76,200	189,600	189,600	Year End Roll	9/20/2012
2011	101	FV	86,500	26900	5.2	76,200	189,600	189,600	Year End Roll	9/27/2011
2010	101	FV	88,200	27300	5.2	76,200	191,700	191,700	roll	8/26/2010
2009	101	FV	89,900	27900	5.2	76,200	194,000	194,000	Year End Roll	9/24/2009
2008	101	FV	149,900	27100	5.2	84,800	261,800	261,800		8/25/2008

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
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TAX DISTRICT

PAT ACCT.

PRINT

Date	Time
07/29/16	17:20:56

LAST REV

Date	Time
10/29/15	16:55:05

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
Land Reason:	
Bld Reason:	

ACTIVITY INFORMATION

Date	Result	By	Name
10/29/2015	CORRECTION	NM	NANCY
6/24/2014	CORRECTION	NM	NANCY
6/24/2014	CORRECTION	NM	NANCY
8/15/2008	MEAS+INSPCTD	NM	NANCY
10/25/2000	MEAS+INSPCTD	TM	TOM

Sign:

VERIFICATION OF VISIT NOT DATA

SKETCH

RESIDENTIAL GRID												
1st Res Grid	Desc	Line 1						# Units	1			
Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2									4	1		
Lvl 1			1		1	1	1			1		
Lower												
Totals		RMs:	8		BRs:	4		Baths:	1		HB	

REMODELING				RES BREAKDOWN			
Exterior:		No Unit	RMS	BRS	FL		
Interior:		1	8	4	M		

Phys Cond:	FA - Fair-Avg	48.2%
Functional:		%
Economic:		%
Special:		%
Override:		%
Total:		48.2%

CALC SUMMARY

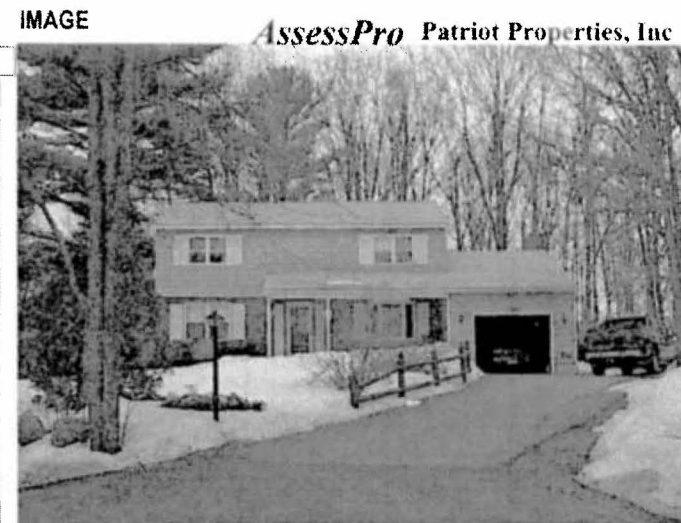
Basic \$ / SQ	68.14	Rate
Size Adj	0.85836637	
Const Adj	0.96316791	
Adj \$ / SQ	56.335	
Other Features:	32150	
Grade Factor:	1.00	
Neighborhood Inf:	1.28999996	Wt
LUC Factor:	1.00	
Adj Total:	239793	
Depreciation:	115580	Sp

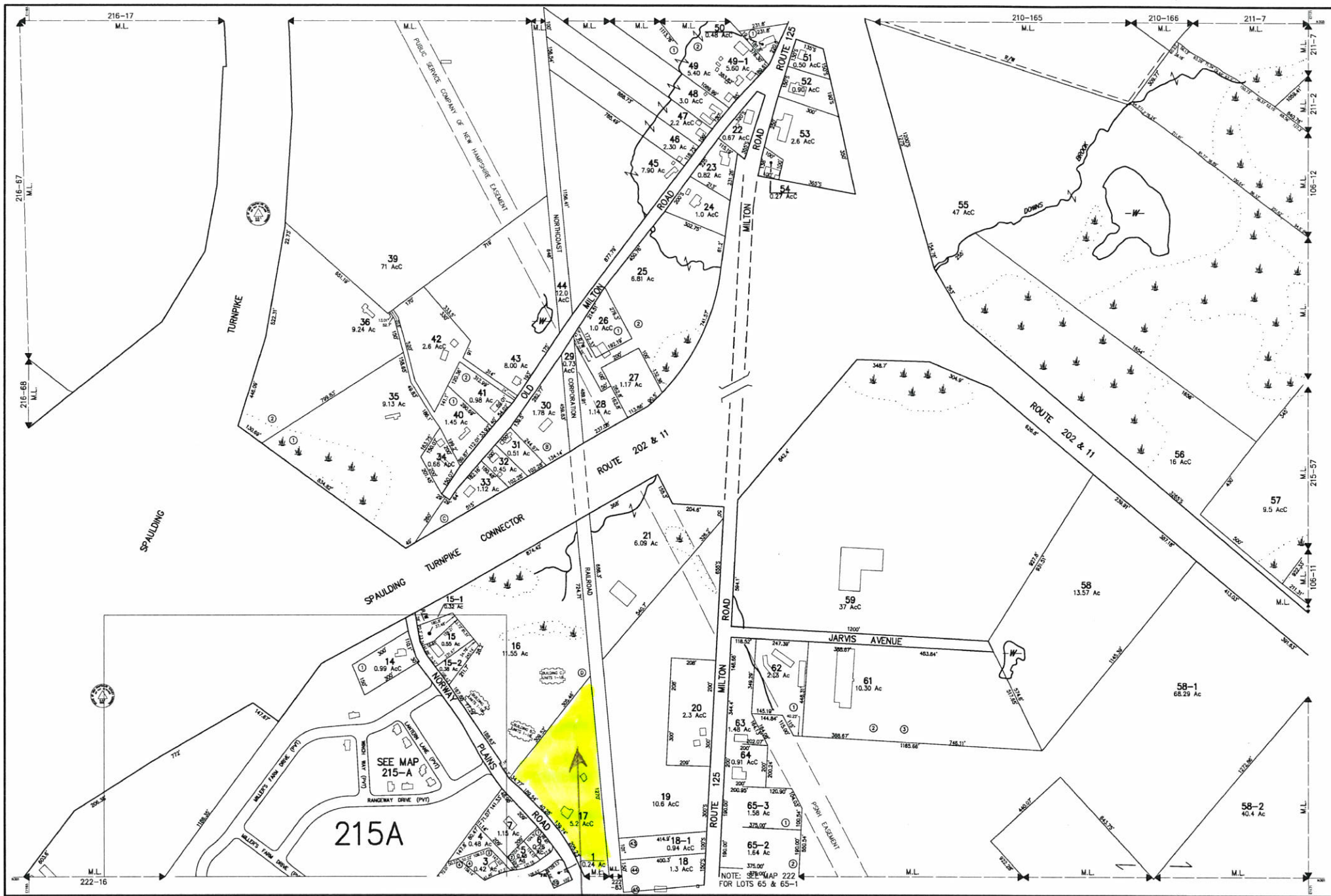
[illegible][illegible]

Code	Description	Area - SQ	Rate - AV	Unspr Value	Sub Area	% Usbl	Descrip	% Type	Qu	# Ter
BMT	BASEMENT	1,078	11.270	12,146						
FFL	1ST FLOOR	1,078	56.330	60,729	ATC	100	UNF	100	C	
SFL	2ND FLOOR	944	56.330	53,180						
ATC	ATTIC	378	28.170	10,636						
GAR	GARAGE	286	27.340	7,819						
EPF	ENCL PORCH	140	36.000	5,041						
OPF	OPEN PORCH	120	24.150	2,898						
WDK	WOOD DECK	120	10.730	1,288						
Net Sketched Area		4,144	Total	153,737						
Size Adj	2399.6	Gross Area	4710	Fin Area	2022					

PARCEL ID 0215-0017-0000

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod JFact	Juris. Value
58	WORKSHOP	D	Y		1 36X47	C	AV	1971	15.16 T		50	101			12,800		12,800
05	GARAGE MA	A	Y		1 36X13	C	AV	1971	32.37 T		30	101			10,600		10,600
01	SHED FRAME	A	Y		1 12X12	D	AV	1981	5.30 T		50	101			400		400
01	SHED FRAME	A	Y		1 19X15	E	AV	1981	4.15 T		50	101			600		600
01	SHED FRAME	A	Y		1 16X26	E	AV	1981	4.01 T		50	101			800		800
01	SHED FRAME	D	Y		1 24X24	C	FR	1980	5.24 T		55	101			1,400		1,400
01	SHED FRAME	D	Y		1 8X12	C	FR	1973	6.67 T		55	101			300		300





THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.

PHOTOGRAPHY DATE: APRIL 28, 1990

COMPLETION DATE: JUNE 30, 1992

PRODUCED BY

CAI Technologies
Technical Mapping Group

11 PLEASANT STREET, LITTLETON, NH 03881
800.362.4460 • WWW.CAI-TECH.COM

AREA SURVEYED AC

AREA CALCULATED AC

RECORD DIMENSION

SCALED DIMENSION

WATCH LINE

WATER

LEGEND

EXEMPT PROPERTY

SUBDIVISION LOT NO.

BUILDING

RIGHT OF WAY

COMMON OWNERSHIP

WETLANDS

FEET

100 200 400 600

METERS

0 50 100 150

SCALE 1" = 200'

REVISD TO : APRIL 1, 2015

PROPERTY MAPS

ROCHESTER

NEW HAMPSHIRE

INDEX DIAGRAM

209 210 211

216

221 222

MAP NO.

215

DUE DILIGENCE

AUTHORITY AGREEMENT

This Agreement is made this 2nd day of June, 2016, by and between Michael Roberts, 15 Norway Plains, Rochester, New Hampshire, Executor of the Estate of Bruce Roberts ("Owner") and Robert Graham, 81 Lakeview Drive, Nottingham, NH 03290, ("Purchaser").

RECITALS

A. Owner holds title to the following real property: 15 Norway Plains, Rochester, New Hampshire ("the Property").

B. Owner and Purchaser have entered into that certain Purchase and Sales Agreement for the Property dated April 14, 2016 with a tentative closing date of October 15, 2016.

C. Purchaser desires to conduct due diligence on the Property including without limitation, the investigation of the physical condition of the Property, the permitting of certain projects for the Property, including presentation of said projects to land use planning boards of the City of Rochester and other State and Federal governmental agencies that shall have jurisdiction over the Property and the marketing of said projects.

FOR VALUE RECEIVED, the parties agree:

SECTION ONE.

GRANT OF AUTHORITY

Owner grants authority to Purchaser to conduct all due diligence with regard to the Property including the investigation of the physical condition of the Property, the permitting of certain projects for the Property, including presentation of said projects to land use planning boards of the City of Rochester and other State and Federal governmental agencies that shall have jurisdiction over the Property and the marketing of said projects.

SECTION TWO.

ENTRY

From and after the date hereof and until the Closing, Purchaser, its contractors, architects, engineers, appraisers, and other agents and employees and members of the City of Rochester's land use planning boards and other governmental agencies along with Purchaser shall have the right to enter upon the Property after prior written notice to Owner, and may, at Purchaser's expense, inspect the Property as Purchaser may deem necessary. Purchaser agrees to restore the Property to its prior condition after all inspections.

SECTION THREE.

RECORDS AND REPORTS

If the Purchase and Sales Agreement is terminated prior to closing, the Purchaser shall provide the Owner with all inspections and reports generated by on behalf of Purchaser and any inspections or reports generated by any governmental entity as it relates to the Property.

SECTION FOUR.

PARTIES BOUND; ASSIGNMENT

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, and their respective successors and assigns; provided, however, that this agreement may not be assigned by Purchaser without prior written consent of Owner.

IN WITNESS WHEREOF, the parties have executed this agreement in Rochester, New Hampshire, the day and year first above written.


Owner:

The Estate of Bruce Roberts

By 
Michael Roberts, Executor

Purchaser:

Robert Graham, or his designee

By 
Robert Graham
EKIMBO R, LLC

SUSAN A HOAG
117 TURTLE POND RD
LEE, NH 03861-4424

TIGHE & BOND, INC.
177 CORPORATE DRIVE
PORTSMOUTH, NH 03801

LISA M MCVAY
3 BUTTERFLY LN
ROCHESTER, NH 03868-8813

TIGHE & BOND, INC.
177 CORPORATE DRIVE
PORTSMOUTH, NH 03801

JERI S & MICHAEL M MOONEY
16 NORWAY PLAINS RD
ROCHESTER, NH 03868-8807

TIGHE & BOND, INC.
177 CORPORATE DRIVE
PORTSMOUTH, NH 03801

WOODEN RULER REALTY LLC
35 THIRD ST
DOVER, NH 03820

J BRUCE & JUNE L ROBERTS
15 NORWAY PLAINS RD
ROCHESTER, NH 03868-8808

KENNETH I & INGRID L PHOENIX
8 NORWAY PLAINS RD
ROCHESTER, NH 03868-8807

DELANEY T & TIFFANY M JACKSON
2 DEERFIELD CT
ROCHESTER, NH 03868-8814

PATRICK E DOYLE JR
1 DEERFIELD CT
ROCHESTER, NH 03868-8815

NH NORTHCOAST CORP
PO BOX 429
OSSIPPEE, NH 03864

EKIMBOR
C/O PIPERS LANDING
142 PORTSMOUTH AVE
STRATHAM, NH 03885

